

**ELLIS COUNTY CIVIL CASE SUMMARY - PLEADINGS ONLY  
CAUSE # 94823**

**MARY, MARGARET**

**ATTORNEY: WORRALL, MAT  
3737 BUFFALO :  
HOUSTON, TX 7  
(713) 963-8881**

**--VS.--**

**ALLSTATE TEXAS LLOYD'S**

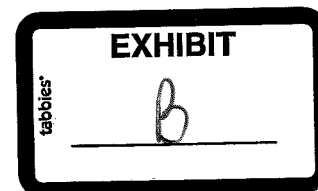
**ATTORNEY: BURDETTE, BRAI  
700 N. PEARL :  
DALLAS, TX 75:  
(214) 871-8289**

**SPRUIELL, JOHN**

**ATTORNEY: BURDETTE, BRAI  
700 N. PEARL :  
DALLAS, TX 75:  
(214) 871-8289**

**CAUSE OF ACTION: OTHER CIVIL  
FILE DATE: 11/01/2016**

<b>DATE</b>	<b>NATURE OF PROCEEDINGS</b>
<b>REMARKS</b>	
11/01/2016	ORIGINAL PETITION CIVIL PET-PETITION FILING CODE CHOSEN, PLAINTIFF'S ORIGIN PETITION
11/01/2016	JURY REQUESTED/FEE PAID
11/01/2016	CITATION SENT BY CERTIFIED MAIL ALLSTATE* MAILED 11/4/16
11/01/2016	CITATION SENT BY CERTIFIED MAIL J SPRUIELL* MAILED 11/4/16
11/01/2016	COPIES
11/01/2016	REQUEST
11/01/2016	STATE INFO SHEET



11/01/2016 E-FILE SERVICE FEE

11/01/2016 RECEIPT ISSUED  
385826

11/23/2016 ANSWER  
ANSWER/RESPONSE

11/23/2016 E-FILE SERVICE FEE

11/28/2016 RECEIPT ISSUED  
387214

**TOTAL PLEADINGS LISTED: 12**

**COPY**

Ellis County - 443rd District Court

Filed 10/31/2016 2:16:04 PM

Melanie Reed

District Clerk

Ellis County, Texas

Cause No. 94823

MARGARET MARY

*Plaintiff,*

v.

ALLSTATE TEXAS LLOYD'S AND JOHN  
SPRUIELL,

*Defendants*

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IN THE DISTRICT COURT

ELLIS COUNTY, TEXAS

\_\_\_\_\_ JUDICIAL DISTRICT

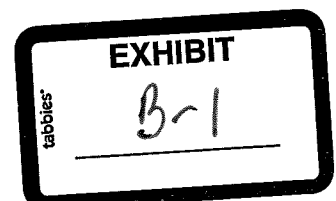
**PLAINTIFF'S ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Margaret Mary, (hereinafter referred to as "Plaintiff"), and file this Original Petition against Defendants, Allstate Texas Lloyd's ("Allstate") and John Spruiell ("Spruiell") (to whom will be collectively referred to as "Defendants"), and respectfully would show this court as follows:

**PARTIES**

1. Plaintiff, Margaret Mary, is an individual residing in and/or owning property in Ellis County, Texas.
2. Defendant, Allstate, is an insurance company that engaged in the business of insurance in the State of Texas at all times material to this action. This defendant may be served by serving its Registered Agent for service of process: C T Corporation, 1999 Bryan St., Ste. 900, Dallas, Texas 75201-3136, via certified mail, return receipt requested.
3. Defendant, Spruiell, is an individual residing in Wichita County, Texas and is an adjuster with a designated home state of Texas licensed with the Texas Department of Insurance. This



defendant may be served via certified mail, return receipt requested at 2 Daniel Ct., Iowa Park, Texas 76367-1058.

#### **DISCOVERY LEVEL**

4. Plaintiff intends for discovery to be conducted under Level 2 of Rule 190 of the Texas Rules of Civil Procedure.

#### **JURISDICTION**

5. The Court has jurisdiction over this controversy because the damages are within the jurisdictional limits of this court. Plaintiff is seeking monetary relief over \$200,000 but not more than \$1,000,000. Plaintiff reserves the right to amend this petition during and/or after the discovery process.

6. The Court has jurisdiction over Defendant, Allstate, because this defendant engaged in the business of insurance in the State of Texas, and Plaintiff's causes of action arise out of defendant's business activities in the State of Texas.

7. The Court has jurisdiction over Defendant, Spruiell, because this defendant engages in the business of adjusting insurance claims in the State of Texas, and Plaintiff's causes of action arise out of defendant's business activities in the State of Texas.

#### **VENUE**

8. Venue is proper in Ellis County, Texas, because the insured property is situated in Ellis County, Texas. TEX. CIV. PRAC. & REM. CODE § 15.032.

#### **FACTS**

9. Plaintiff is the owner of a property insurance policy ("the Policy") issued by Allstate.

10. Plaintiff owns the insured property located at 3030 Clear Creek Dr. in Midlothian, Ellis

County (hereinafter referred to as "the Property"). Allstate sold the Policy insuring the Property to Plaintiff.

11. On or about April 18, 2015, a hail storm and/or windstorm struck Ellis County, Texas, causing severe damage to homes and businesses throughout the region ("the Storm") including the Property. The Storm damaged the Property including extensive damage to Plaintiff's roof.

12. Plaintiff subsequently submitted a claim to Allstate for the damage the Property sustained as a result of the Storm. Plaintiff requested that Allstate cover the cost of repairs, including but not limited to, replacement of the roof pursuant to the property.

13. Defendant Allstate assigned Spruiell as the individual adjuster ("the adjuster") on the claim. The adjuster was improperly trained and failed to perform a thorough investigation of the claim spending an inadequate amount of time inspecting Plaintiff's property. The adjuster conducted a substandard inspection of Plaintiff's Property evidenced by the adjuster's report, which failed to include all of Plaintiff's storm damages noted upon inspection. The damages the adjuster included in the report were grossly undervalued and did not allow for adequate funds to cover the cost of repairs to all the damages sustained.

14. Allstate and its personnel failed to thoroughly review and properly supervise the work of their assigned adjusters which ultimately led to the approving an improper adjustment and an inadequately unfair settlement of Plaintiff's claim. As a result of Defendants' wrongful acts and omissions set forth above and further described herein, Plaintiff was wrongfully denied on the claim and has suffered damages.

15. Together, Defendants set about to deny and/or underpay on properly covered damages. Defendants failed to provide full coverage for the damages sustained by Plaintiff and under-scoped

Plaintiff's damages, thereby denying adequate and sufficient payment on Plaintiff's claim. As a result of Defendants' unreasonable investigation, Plaintiff's claim was improperly adjusted, and Plaintiff was wrongfully denied on the claim and has suffered damages. The mishandling of Plaintiff's claim has also caused a delay in Plaintiff's ability to fully repair the Property, which has resulted in additional damages. To this date, Plaintiff has yet to receive the full payment that he is entitled to under the Policy.

16. As detailed in the paragraphs below, Allstate wrongfully denied Plaintiff's claim for repairs of the Property, even though the Policy provided coverage for losses such as those suffered by Plaintiff.

17. To date, Allstate continues to delay in the payment for the damages to the Property. As such, Plaintiff has not been paid in full for the damages to the Property.

18. Defendant Allstate failed to perform its contractual duties to adequately compensate Plaintiff under the terms of the Policy. Specifically, it refused to pay the full proceeds of the Policy, although due demand was made for proceeds to be paid in an amount sufficient to cover the damaged property, and all conditions precedent to recovery upon the Policy had been carried out and accomplished by Plaintiff. Allstate's conduct constitutes a breach of the insurance contract between Allstate and Plaintiff.

19. Defendants misrepresented to Plaintiff that the damage to the Property was not covered under the Policy, even though the damage was caused by a covered occurrence. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.060(a)(1).

20. Defendants failed to make an attempt to settle Plaintiff's claim in a fair manner, although

they were aware of their liability to Plaintiff under the Policy. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.0060(a)(2)(A).

21. Defendants failed to explain to Plaintiff the reasons for their offer of an inadequate settlement. Specifically, Defendants failed to offer Plaintiff adequate compensation, without any explanation why full payment was not being made. Furthermore, Defendants did not communicate that any future settlements or payments would be forthcoming to pay for the entire losses covered under the Policy, nor did they provide any explanation for the failure to adequately settle Plaintiff's claim. Defendants' conduct is a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.060(a)(3).

22. Defendants failed to affirm or deny coverage of Plaintiff's claim within a reasonable time. Specifically, Plaintiff did not receive timely indication of acceptance or rejection, regarding the full and entire claim, in writing from Defendants. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.060(a)(4).

23. Defendants refused to fully compensate Plaintiff, under the terms of the Policy, even though Defendants failed to conduct a reasonable investigation. Specifically, Defendants performed an outcome-oriented investigation of Plaintiff's claim, which resulted in a biased, unfair, and inequitable evaluation of Plaintiff's claim on the Property. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.060(a)(7).

24. Defendant Allstate failed to meet its obligations under the Texas Insurance Code regarding timely acknowledging Plaintiff's claim, beginning an investigation of Plaintiff's claim, and

requesting all information reasonably necessary to investigate Plaintiff's claim, within the statutorily mandated time of receiving notice of Plaintiff's claim. Allstate's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE § 542.055.

25. Defendant Allstate failed to accept or deny Plaintiff's full and entire claim within the statutorily mandated time of receiving all necessary information. Allstate's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE § 542.056.

26. Defendant Allstate failed to meet its obligations under the Texas Insurance Code regarding payment of claim without delay. Specifically, it has delayed full payment of Plaintiff's claim longer than allowed and, to date, Plaintiff has not received full payment for the claim. Allstate's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE § 542.058.

27. From and after the time Plaintiff's claim was presented to Defendant Allstate, the liability of Allstate to pay the full claim in accordance with the terms of the Policy was reasonably clear. However, Allstate has refused to pay Plaintiff in full, despite there being no basis whatsoever on which a reasonable insurance company would have relied to deny the full payment. Allstate's conduct constitutes a breach of the common law duty of good faith and fair dealing.

28. Defendants knowingly or recklessly made false representations, as described above, as to material facts and/or knowingly concealed all or part of material information from Plaintiff.

29. As a result of Defendants' wrongful acts and omissions, Plaintiff was forced to retain the professional services of the attorney and law firm who are representing them with respect to these causes of action.

30. Plaintiff's experience is not an isolated case. The acts and omissions Allstate committed



in this case, or similar acts and omissions, occur with such frequency that they constitute a general business practice of Allstate with regard to handling these types of claims. Allstate's entire process is unfairly designed to reach favorable outcomes for the company at the expense of the policyholders.

### **CAUSES OF ACTION**

31. Each of the foregoing paragraphs is incorporated by reference in the following:

#### **I. Causes of Action Against Spruiell**

32. Allstate assigned Spruiell to adjust this claim. Spruiell was improperly trained and performed an outcome oriented and unreasonable investigation of Plaintiff's damages. Spruiell did not properly assess all damages caused by the Storm and omitted covered damages from the report including the full extent of damage to the roof. Spruiell refused to fully compensate Plaintiff for the full amount Plaintiff is entitled under the Policy. The outcome oriented investigation of Plaintiff's claim resulted in a biased evaluation of Plaintiff's damages to the Property and the estimated damages were severely underestimated.

#### **A. Noncompliance with Texas Insurance Code: Unfair Settlement Practices**

33. Defendant Spruiell's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.060(a). All violations under this article are made actionable by TEX. INS. CODE § 541.151.

34. Defendant Spruiell is individually liable for his unfair and deceptive acts, irrespective of the fact Spruiell was acting on behalf of Allstate, because Spruiell is a "person" as defined by TEX. INS. CODE § 541.002(2). The term "person" is defined as "any individual, corporation, association, partnership, reciprocal or interinsurance exchange, Lloyds plan, fraternal benefit society, or other

legal entity engaged in the business of insurance, including an agent, broker, adjuster or life and health insurance counselor.” TEX. INS. CODE § 541.002(2) (emphasis added). (See also *Liberty Mutual Insurance Co. v. Garrison Contractors, Inc.*, 966 S.W. 2d 482, 484 (Tex. 1998) (holding an insurance company employee to be a “person” for the purpose of bringing a cause of action against him or her under the Texas Insurance Code and subjecting him or her to individual liability)).

35. Defendants’ misrepresentations by means of deceptive conduct include, but are not limited to: (1) failing to conduct a reasonable inspection and investigation of Plaintiff’s damages; (2) stating that Plaintiff’s damages were less severe than they in fact were; (3) using their own statements about the non-severity of the damages as a basis for denying properly covered damages and/or underpaying damages; and (4) failing to provide an adequate explanation for the inadequate compensation Plaintiff received. Defendant Spruiell’s unfair settlement practices, as described above, of misrepresenting to Plaintiff material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060 (a)(1).

36. Defendant Spruiell’s unfair settlement practices, as described above, of failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the claim, even though liability under the Policy is reasonably clear, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(2)(A).

37. Defendant Spruiell failed to explain to Plaintiff the reasons for the offer or offers of an inadequate settlement. Specifically, Defendant Spruiell failed to offer Plaintiff adequate

compensation without any explanation as to why full payment was not being made. Furthermore, Defendant Spruiell did not communicate that any future settlements or payments would be forthcoming to pay for the entire losses covered under the Policy, nor was there any explanation for the failure as described above, of failing to promptly provide Plaintiff with a reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for the offer of a compromise settlement of Plaintiff's claim, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(3).

38. Defendant Spruiell's unfair settlement practices, as described above, of failing within a reasonable time to affirm or deny coverage of the claim to Plaintiff, or to submit a reservation of rights to Plaintiff, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(4).

39. Defendant Spruiell did not properly inspect the Property and failed to account for and/or undervalued Plaintiff's roof damage, although reported by Plaintiff to Allstate. Defendant Spruiell's unfair settlement practices, as described above, of refusing to pay Plaintiff's claim without conducting a reasonable investigation, constitutes an unfair method of competition, and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(7).

## **II. Causes of Action Against Allstate**

40. Allstate intentionally breached its contract with Plaintiff, intentionally violated the Texas Insurance Code and intentionally breached the common law duty of good faith and fair dealing.

### **A. Breach of Contract**

41. Allstate breached the contract of insurance it had with Plaintiff. Allstate breached the

contract by its failure/and or refusal to adequately pay the claim as it is obligated to do under the terms of the Policy in question and under the laws in the State of Texas.

**B. Noncompliance with Texas Insurance Code: Unfair Settlement Practices**

42. Defendant Allstate's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.060(a). All violations under this article were made actionable by TEX. INS. CODE § 541.151.

43. Defendant Allstate's unfair settlement practice, as described above, of misrepresenting to Plaintiff material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 5410.060(a)(1).

44. Defendant Allstate's unfair settlement practice, as described above, of failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the claim, even though Allstate's liability under the Policy was reasonably clear, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(2)(A).

45. Defendant Allstate's unfair settlement practice, as described above, of failing to promptly provide Plaintiff with a reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for its offer of a compromise settlement of the claim, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(3).

46. Defendant Allstate's unfair settlement practices, as described above, of failing within a reasonable time to affirm or deny coverage of the claim to Plaintiff, or to submit a reservation of

rights to Plaintiff, constitutes an unfair method of compensation and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(4).

47. Defendant Allstate's unfair settlement practice, as described above, of refusing to pay Plaintiff's claim without conducting a reasonable investigation, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(7).

**C. Noncompliance with Texas Insurance Code: Prompt Payment of Claims Statute**

48. Plaintiff is entitled to 18% interest and attorney fees under TEX. INS. CODE §542.060 for violating the Texas Insurance Code, Prompt Payment of claims TEX. INS. CODE §542.051 *et. seq.*

49. Allstate failed to acknowledge receipt of Plaintiff's claim, commence investigation of the claim, and request from Plaintiff all items, statements, and forms that it reasonably believed would be required within the applicable time constraints under TEX. INS. CODE §542.055.

50. Allstate failed to notify Plaintiff in writing of its acceptance or rejection of the claim within applicable time constraints under TEX. INS. CODE §542.056.

51. Allstate delayed the payment of Plaintiff's claim following its receipt of all items, statements, and forms reasonably requested and required, longer than the amount of time provided for under TEX. INS. CODE §542.058.

**D. Breach of the Duty of Good Faith and Fair Dealing**

52. Allstate breached the duty of good faith and fair dealing by failing to adequately and reasonably investigate and evaluate Plaintiff's claim while it knew or should have known, by the exercise of reasonable diligence, that its liability was reasonably clear.

**E. Knowledge**

53. Each of the acts described above, together and singularly, was done “knowingly” as that term is used in the Texas Insurance Code.

**DAMAGES**

54. Plaintiff would show that all of the aforementioned acts, taken together or singularly, constitute the producing causes of the damages sustained by Plaintiff.

55. The damages caused by the hail storm and/or windstorm have not been properly addressed or repaired in the months since the storm, causing further damages to the Property, and causing undue hardship and burden to Plaintiff. These damages are a direct result of Defendants’ mishandling of Plaintiff’s claim in violation of the laws set forth above.

56. For breach of contract, Plaintiff are entitled to regain the benefit of their bargain, which is the amount of his claim, together with attorney’s fees.

57. For noncompliance with the Texas Insurance Code, Unfair Settlement Practices, Plaintiff is entitled to actual damages, which include the loss of the benefits that should have been paid pursuant to the policy, court costs, and attorney’s fees. For knowing conduct of the acts described above, Plaintiff ask for three times their actual damages. TEX. INS. CODE § 541.152.

58. For noncompliance with Texas Insurance Code, Prompt Payment of Claims, Plaintiff is entitled to the amount of the claim, as well as 18% (eighteen percent) interest per annum on the amount of such claim as damages, together with attorney’s fees. TEX. INS. CODE § 542.060.

59. For breach of the common law duty of good faith and fair dealing, Plaintiff is entitled to compensatory damages, including all forms of loss resulting from the insurer’s breach of duty, such as additional costs, economic hardship, losses due to nonpayment of the amount the insurer

owed, exemplary damages and damages for emotional stress.

60. For the prosecution and collection of this claim, Plaintiff has been compelled to engage the services of the attorney whose name is subscribed to this pleading. Therefore, Plaintiff is entitled to recover a sum for the reasonable and necessary services of Plaintiff's attorney in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas.

#### **JURY DEMAND**

61. Plaintiff hereby demands a trial by jury and tender the appropriate fee.

#### **DISCOVERY REQUESTS**

62. Pursuant to Texas Rules of Civil Procedure 194, Plaintiff requests that each Defendant disclose, within 30 days of service of this request, the information or materials described in Texas Rule of Civil Procedure 194.2(a)-(l).

63. Defendants are requested to respond to the attached interrogatories and requests for production within fifty (50) days.

#### **PRAYER**

64. WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that this court site Defendants to appear and answer herein and that Plaintiff has judgment taken against Defendants and recovers from Defendants all damages allowed by law, and that Plaintiff be awarded attorneys' fees for trial and any appeal of this case, for pre-judgment and post judgment interest as allowed by law, costs of court, and such other and further relief, both general and special, at law or in equity, to which Plaintiff is justly entitled.

Respectfully submitted,

**THE POTTS LAW FIRM, LLP**

By: /s/ Matthew J. Worrall  
**Matthew J. Worrall**  
SBN: 24070883  
**William H. Barfield**  
SBN: 24031725  
**Andrew A. Woellner**  
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[wbarfield@potts-law.com](mailto:wbarfield@potts-law.com)  
[awoellner@potts-law.com](mailto:awoellner@potts-law.com)

**ATTORNEYS FOR PLAINTIFF**



**ORIGINAL**

10/31/2016 2:16:04 PM

**CIVIL CASE INFORMATION SHEET (REV. 1/13)**  
94823

CAUSE NUMBER (FOR CLERK USE ONLY):

COURT (FOR CLERK USE ONLY):

STYLED Margaret Mary v. Allstate Texas Lloyd's, et al

(e.g., John Smith v. All American Insurance Co. in re Mary Ann Jones, In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

<b>1. Contact information for person completing case information sheet:</b> Name: <u>Matthew T. Worrell</u> Email: <u>mworrell@potts-law.com</u> Address: <u>3737 Buffalo Speedway, Ste. 1900</u> Telephone: <u>713-963-8881</u> City/State/Zip: <u>Houston, TX 77008</u> Fax: <u>713-574-2918</u> Signature: <u>[Signature]</u> State Bar No: <u>24070883</u> (Attach additional pages as necessary to list all parties)		<b>2. Name of party(ies) in case:</b> Plaintiff(s)/Petitioner(s): <u>Margaret Mary</u> Defendant(s)/Respondent(s): <u>Allstate Texas Lloyd's, et al</u>		<b>Person or entity completing sheet is:</b> <input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other:			
<b>3. Indicate case type, or identify the most important issue in the case (select only 1):</b> <table border="1"> <tr> <th>Civil</th> <th>Family Law</th> </tr> <tr> <td> <b>Contract</b>  <input type="checkbox"/> Debt/Contract  <input type="checkbox"/> Consumer/DTPA  <input type="checkbox"/> Debt/Contract  <input type="checkbox"/> Fraud/Misrepresentation  <input type="checkbox"/> Other Debt/Contract  <b>Foreclosure</b>  <input type="checkbox"/> Home Equity—Expedited  <input type="checkbox"/> Other Foreclosure  <input type="checkbox"/> Franchise  <input checked="" type="checkbox"/> Insurance  <input type="checkbox"/> Landlord/Tenant  <input type="checkbox"/> Non-Competition  <input type="checkbox"/> Partnership  <input type="checkbox"/> Other Contract:  <b>Employment</b>  <input type="checkbox"/> Discrimination  <input type="checkbox"/> Retaliation  <input type="checkbox"/> Termination  <input type="checkbox"/> Workers' Compensation  <input type="checkbox"/> Other Employment:  <b>Tax</b>  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type="checkbox"/> Other Property:  <b>Related to Criminal Matters</b>  <input type="checkbox"/> Expunction  <input type="checkbox"/> Judgment/Not  <input type="checkbox"/> Non-Discharge  <input type="checkbox"/> Seizure/Forfeiture  <input type="checkbox"/> Writ of Habeas Corpus—Pre-Judgment  <input type="checkbox"/> Other:  <b>Other Civil</b>  <input type="checkbox"/> Administrative Appeal  <input type="checkbox"/> Antitrust/Unfair Competition  <input type="checkbox"/> Code Violations  <input type="checkbox"/> Foreign Judgment  <input type="checkbox"/> Intellectual Property  <input type="checkbox"/> Lawyer Discipline  <input type="checkbox"/> Perpetual Testimony  <input type="checkbox"/> Securities/Stock  <input type="checkbox"/> Tortious Interference  <input type="checkbox"/> Other:           </td> </tr> </table>		Civil	Family Law	<b>Contract</b> <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract <b>Foreclosure</b> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input checked="" type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: <b>Employment</b> <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: <b>Tax</b> <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	<b>Injury or Damage</b> <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <input type="checkbox"/> Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <input type="checkbox"/> Product Liability: <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability <input type="checkbox"/> List Product: <input type="checkbox"/> Other Injury or Damage: <b>Real Property</b> <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trusts/To Trust Title <input type="checkbox"/> Other Property: <b>Related to Criminal Matters</b> <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment/Not <input type="checkbox"/> Non-Discharge <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-Judgment <input type="checkbox"/> Other: <b>Other Civil</b> <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetual Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other:	<b>Marriage Relationship</b> <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <input type="checkbox"/> Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children <b>Other Family Law</b> <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: <b>Post-Judgment Actions (non-Title IV-D)</b> <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other <b>Title IV-D</b> <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIFSA) <input type="checkbox"/> Support Order <b>Parent-Child Relationship</b> <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Paternity/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child:	
Civil	Family Law						
<b>Contract</b> <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract <b>Foreclosure</b> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input checked="" type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: <b>Employment</b> <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: <b>Tax</b> <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	<b>Injury or Damage</b> <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <input type="checkbox"/> Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <input type="checkbox"/> Product Liability: <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability <input type="checkbox"/> List Product: <input type="checkbox"/> Other Injury or Damage: <b>Real Property</b> <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trusts/To Trust Title <input type="checkbox"/> Other Property: <b>Related to Criminal Matters</b> <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment/Not <input type="checkbox"/> Non-Discharge <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-Judgment <input type="checkbox"/> Other: <b>Other Civil</b> <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetual Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other:						

| **4. Indicate damages sought (do not select if it is a family law case):**  ☐ Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees  ☐ Less than \$100,000 and non-monetary relief  ☐ Over \$100,000 but not more than \$200,000  ☒ Over \$200,000 but not more than \$1,000,000  ☐ Over \$1,000,000 | | | |

EXHIBIT

B-2

SCANNED

10/31/2016 2:16:04 PM

Ellis County District Clerk

Questions: 972-825-5091

**ORIGINAL****E-FILING REQUEST FOR ISSUANCE****CITATIONS, WRITS, NOTICE, PRECEPT, TRO, ETC..**

- This document Must be filed as a separate LEAD document when e-filing
- Choose the filing code "Request" and add the type of issuance in the description field
- Select the type of issuance using the "Optional Services" section on the e-filing screen
- If a service document is required, you MUST add the copies using the "Optional Services" section, select Certified Copies/Regular Copies and add as many pages as needed. (Ex: Petition is 5 pages, 3 citations are requested: 5x3=15 pages will need to be printed by Clerk at \$1.00 per page).

94823

Document to

Cause No. \_\_\_\_\_

be served: Plaintiff's Original Petition

Style of Case: Margaret Mary v. Allstate Texas Lloyd's and John Sprulell

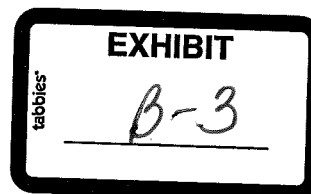
**PLEASE USE THIS FORM WHEN REQUESTING ISSUANCE OF THE BELOW****LISTED TYPES OF ISSUANCE THROUGH THE E-FILING SYSTEM.**

PLEASE USE OTHER REQUEST FORMS FOR: ABSTRACTS, EXECUTIONS, SUBPOENAS AND ORDER WITHHOLDING

**Please select the type and quantity of issuance(s) needed:**

Type	Amt.	Quantity	Type	Amt.	Quantity
Citation	\$8	2	Writ: Attachment	\$8	
Notice	\$8		Writ: Certiorari	\$8	
Precept	\$8		Writ: Commitment	\$8	
Temporary Restraining Order	\$8		Writ: Garnishment	\$8	
Scire Facias	\$8		Writ: Possession	\$8	
Letter Rogatory	\$8		Writ: Sequestration	\$8	
Show Cause Notice	\$8		Writ: Turnover	\$8	
			Writ: Other	\$8	

All service payment options are chosen by picking the correct options in the  
"Optional Service" section of e-filing



SCANNED

Name of Party to be served: C T Corporation obo Allstate Type: Citation/Certified

Address for service: 1999 Bryan St., Ste. 900  
Dallas, Texas 75201-3136

Name of Party to be served: John Spruiell Type: Citation/Certified

Address for service: 2 Daniel Ct.  
Iowa Park, Texas 76367-1058

Name of Party to be served: \_\_\_\_\_ Type: \_\_\_\_\_

Address for service: \_\_\_\_\_

Please attach additional pages if there are more parties to be served.

**ALL CITATIONS WILL BE E-FILED BACK TO YOU UNLESS YOU CHOOSE  
 ONE OF THE FOLLOWING OPTIONS.**

☒ I have paid for a copy of the document to attach to the Issuance and would like it sent by certified mail.

☐ I have paid for a copy of the document to attach to the Issuance and would like it served by Ellis County Sheriff/Constable: SHF ☐; PCT1 ☐; PCT2 ☐; PCT3 ☐; PCT4 ☐

☐ I have paid for a copy of the document to attach to the issuance and would like it served by posting. (A Motion & Order are required.)

☐ I would like Issuance served by Publication. (A Motion & Order are required.)

Name of Publication \_\_\_\_\_

**Requestor Name:** Matthew J. Worrall

**Phone No.** 713-963-8881

**E-Mail Address:** mworral@potts-law.com; kstewart@potts-law.com

**ORIGINAL**

**THE STATE OF TEXAS  
COUNTY OF ELLIS  
CAUSE NO: 94823  
CITATION**

**TO: ALLSTATE TEXAS LLOYD'S  
REG AGENT: CT CORPORATION  
1999 BRYAN ST, STE 900  
DALLAS, TX 75201-3136**

Defendant, in the hereinafter styled and numbered cause: 94823

You are hereby commanded to appear before 443RD JUDICIAL DISTRICT COURT of ELLIS COUNTY, TEXAS to be held at the courthouse of said county in the City of Waxahachie, County of Ellis County, Texas, by filing a written answer to the petition of Plaintiff at or before 10:00 A.M. of the Monday next after the expiration of 20 days after the date of service hereof, a copy of which accompanies this citation, in cause number 94823 styled

**MARY, MARGARET  
VS.  
ALLSTATE TEXAS LLOYD'S  
AND SPRUIELL, JOHN**

Filed in said court on the 11/01/2016

The name and address of the attorney for plaintiff, or the address of the plaintiff is: MATTHEW J. WORRALL, 3737 BUFFALO SPEEDWAY, STE 1900, HOUSTON, TX 77098.

**NOTICE TO DEFENDANT:** "You have been sued. You may employ an attorney. If you or your attorneys do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the Monday next following the expiration of 20 days after you were served this citation and petition, a Default Judgment may be taken against you."

WITNESS: Melanie Reed, District Clerk of the District Court of Ellis County, Texas.

ISSUED AND GIVEN UNDER MY HAND AND SEAL OF SAID COURT AT COUNTY OF ELLIS, TEXAS, ON THIS THE 4th day of November, 2016.

Melanie Reed, District Clerk  
109 S. Jackson Street Rm. 209  
Waxahachie, TX 75165

SEAL

By   
Mary Hinds, Deputy

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

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Here

ALLSTATE TEXAS LLOYD'S  
94823, CM#70151730000177438066  
REG. AGENT: CT CORPORATION SYSTEM  
1999 BRYAN ST., STE 900  
DALLAS, TX 75201-3136

**EXHIBIT**

**B-4**

7015 1730 0001 7743 8066

**OFFICER'S RETURN - CAUSE # 94823**

MARY, MARGARET  
VS.  
ALLSTATE TEXAS LLOYD'S  
SPRUIELL, JOHN

IN THE 443RD JUDICIAL DISTRICT COURT  
OF  
ELLIS COUNTY, TEXAS

**NAME AND ADDRESS FOR SERVICE:**

ALLSTATE TEXAS LLOYD'S  
REG AGENT: CT CORPORATION  
1999 BRYAN ST, STE 900  
DALLAS, TX 75201-3136

Came to hand on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, o'clock \_\_\_\_m., and executed in DALLAS County, Texas by delivering to the within named defendant, VIA CMRRR, a true copy of this Citation with the date of delivery endorsed thereon, together with the accompanying copy of the PLAINTIFF'S ORIGINAL PETITION, at the following times and places, to-wit:

Name	Date/Time	Place, Course and Distance from Courthouse
_____	_____	_____

And not executed as to the defendant(s), \_\_\_\_\_

The diligence used in finding said defendant(s) being:

\_\_\_\_\_

and the cause or failure to execute this process is:

\_\_\_\_\_

and the information received as to the whereabouts of said defendant(s) being:

**FEES:**

Serving Petition and Copy \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

\_\_\_\_\_, Officer

\_\_\_\_\_, County, Texas

By: \_\_\_\_\_, Deputy

\_\_\_\_\_  
Affiant

**COMPLETE IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE, OR CLERK OF THE COURT.**

In accordance with Rule 107: The officer or authorized person who serves, or attempts to serve, a citation shall sign the return. The return must either be verified or be signed under penalty of perjury. A return signed under penalty of perjury must contain the statement below in substantially the following form:

"My name is \_\_\_\_\_, my date of birth is \_\_\_\_\_, and my address is \_\_\_\_\_  
(First, Middle, Last)

\_\_\_\_\_  
(Street, City, Zip)

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Declarant/Authorized Process Server

\_\_\_\_\_  
(Id # & expiration of certification)

**RETURN TO:**

Melanle Reed Ellis County District Clerk  
109 S. Jackson Street Rm. 209  
Waxahachie, TX 75165

STATE OF TEXAS §  
COUNTY OF ELLIS §  
SIGNED under oath before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**ORIGINAL**

THE STATE OF TEXAS  
 COUNTY OF ELLIS  
 CAUSE NO: 94823  
CITATION

TO: SPRUIELL, JOHN  
 2 DANIEL CT.  
 IOWA PARK, TX 76367-1058

Defendant, in the hereinafter styled and numbered cause: 94823

You are hereby commanded to appear before 443RD JUDICIAL DISTRICT COURT of ELLIS COUNTY, TEXAS to be held at the courthouse of said county in the City of Waxahachie, County of Ellis County, Texas, by filing a written answer to the petition of Plaintiff at or before 10:00 A.M. of the Monday next after the expiration of 20 days after the date of service hercof, a copy of which accompanies this citation, in cause number 94823 styled

MARY, MARGARET  
 VS.  
 ALLSTATE TEXAS LLOYD'S  
 AND SPRUIELL, JOHN

Filed in said court on the 11/01/2016

The name and address of the attorney for plaintiff, or the address of the plaintiff is: MATTHEW J. WORRALL, 3737 BUFFALO SPEEDWAY, STE 1900, HOUSTON, TX 77098

**NOTICE TO DEFENDANT:** "You have been sued. You may employ an attorney. If you or your attorneys do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the Monday next following the expiration of 20 days after you were served this citation and petition, a Default Judgment may be taken against you."

WITNESS: Melanie Reed, District Clerk of the District Court of Ellis County, Texas.

ISSUED AND GIVEN UNDER MY HAND AND SEAL OF SAID COURT AT COUNTY OF ELLIS, TEXAS, ON THIS THE 4th day of November, 2016.

Melanie Reed, District Clerk  
 109 S. Jackson Street Rm. 209  
 Waxahachie, TX 75165

SEAL

By

Mary Hinds, Deputy

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

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Postage

JOHN SPRUIELL  
 94823, CM#70151730000177438080  
 2 DANIEL CT  
 IOWA PARK, TX 76367-1058

**EXHIBIT**

B-5

tabbies

7015 1730 0001 7743 8080

**OFFICER'S RETURN - CAUSE # 94823**

MARY, MARGARET  
VS.  
ALLSTATE TEXAS LLOYD'S  
SPRUIELL, JOHN

IN THE 443RD JUDICIAL DISTRICT COURT  
OF  
ELLIS COUNTY, TEXAS

**NAME AND ADDRESS FOR SERVICE:**

SPRUIELL, JOHN  
2 DANIEL CT.  
IOWA PARK, TX 76367-1058

Came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, o'clock \_\_\_\_\_m., and executed in WICHITA County, Texas by delivering to the within named defendant, VIA CMRRR, a true copy of this Citation with the date of delivery endorsed thereon, together with the accompanying copy of the PLAINTIFF'S ORIGINAL PETITION, at the following times and places, to-wit:

Name	Date/Time	Place, Course and Distance from Courthouse
_____	_____	_____

And not executed as to the defendant(s), \_\_\_\_\_

The diligence used in finding said defendant(s) being:

and the cause or failure to execute this process is:

and the information received as to the whereabouts of said defendant(s) being:

**FEES:**

Serving Petition and Copy \$ \_\_\_\_\_  
Total \$ \_\_\_\_\_

\_\_\_\_\_, Officer

\_\_\_\_\_, County, Texas

By: \_\_\_\_\_, Deputy

\_\_\_\_\_, Affiant

**COMPLETE IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE, OR CLERK OF THE COURT.**

In accordance with Rule 107: The officer or authorized person who serves, or attempts to serve, a citation shall sign the return. The return must either be verified or be signed under penalty of perjury. A return signed under penalty of perjury must contain the statement below in substantially the following form:

"My name is \_\_\_\_\_, my date of birth is \_\_\_\_\_, and my address is \_\_\_\_\_  
(First, Middle, Last)

(Street, City, Zip)

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Declarant/Authorized Process Server

\_\_\_\_\_  
(Id # & expiration of certification)

**RETURN TO:**

Melanie Reed Ellis County District Clerk  
109 S. Jackson Street Rm. 209  
Waxahachie, TX 75165

STATE OF TEXAS §  
COUNTY OF ELLIS §  
SIGNED under oath before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**CAUSE NO. 94823**

<b>MARGARET MARY,</b>	§	<b>IN THE DISTRICT COURT OF</b>
	§	
<b>Plaintiff,</b>	§	
	§	
<b>v.</b>	§	<b>ELLIS COUNTY, TEXAS</b>
	§	
<b>ALLSTATE TEXAS LLOYD'S and</b>	§	
<b>JOHN SPRUIELL,</b>	§	
	§	
<b>Defendants.</b>	§	<b>443<sup>rd</sup> JUDICIAL DISTRICT</b>

**ORIGINAL ANSWER OF ALLSTATE TEXAS LLOYD'S  
AND JOHN SPRUIELL**

Allstate Texas Lloyd's and John Spruiell (collectively, "Defendants"), Defendants in the above-entitled action, files their Original Answer and would show:

**I.  
ORIGINAL ANSWER**

Pursuant to Rule 92 of the Texas Rules of Civil Procedure, Defendants generally deny each and every, all and singular, the allegations in Plaintiff's Original Petition, and, since they are allegations of fact, requests that the Plaintiff be required to prove them by a preponderance of the credible evidence as is required by state law.

WHEREFORE, Defendants request that upon trial and hearing hereof, Plaintiff recover nothing from Defendants, and that Defendants recover all costs of court and such other and further relief at law or in equity to which they may be justly entitled.

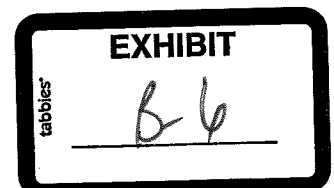
Respectfully submitted,

THOMPSON, COE, COUSINS & IRONS, L.L.P.

By: /s/ Bradford K. Burdette  
Bradford K. Burdette  
State Bar No. 03364700  
[bburdette@thompsoncoe.com](mailto:bburdette@thompsoncoe.com)

**ORIGINAL ANSWER OF ALLSTATE TEXAS LLOYD'S  
AND JOHN SPRUIELL – Page 1**

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09999.999





Roger D. Higgins  
State Bar No. 9601500  
[rhiggins@thompsoncoe.com](mailto:rhiggins@thompsoncoe.com)  
700 N. Pearl Street, 25<sup>th</sup> Floor  
Dallas, Texas 75201-2832  
Telephone: (214) 871-8289  
Facsimile: (214) 871-8209

**ATTORNEYS FOR DEFENDANT  
ALLSTATE TEXAS LLOYD'S and  
JOHN SPRUIELL**

**CERTIFICATE OF SERVICE**

I hereby certify that on November 23, 2016, a true and correct copy of the foregoing document was served upon all known counsel by electronic service in accordance with the Texas Rules of Civil Procedure:

Matthew J. Worrall  
The Potts Law Firm, LLP  
100 Waugh Drive, Suite 350  
Houston, TX 77007

/s/ Bradford K. Burdette  
Bradford K. Burdette